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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

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13 AUDIGIER BRAND MANAGEMENT
14 GROUP, LLC, a California limited
liability company,

15 Plaintiff,

16 v.

17 RHITA PEREZ a.k.a. RUTH PEREZ
18 a.k.a. RUTH KRAIF, an individual;
SERGE KRAIF, an individual; GILLES
19 DYAN a.k.a. GILLES DAYAN, an
individual; and DOES 1 THROUGH
20, inclusive,

21 Defendants.

22 Case No. 2:15-cv-07803-DDP(FFMx)
[Assigned to the Hon. Frederick F.
Mumm]

23 **[PROPOSED] ORDER ADOPTING
STIPULATION AND
PROTECTIVE ORDER**

24 **[Filed Concurrently With Stipulation
and Protective Order]**

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1 Subject to approval of this Court, the parties to this action, through their
2 counsel of record, have stipulated and agreed that an order under Federal Rule of
3 Civil Procedure 26(c) is necessary and useful to protect the confidentiality of
4 documents and other information obtained in the course of discovery in this case,
5 and have stipulated and agreed to be bound by the terms of this Stipulation and
6 Protective Order (“Protective Order”).

7 The materials to be exchanged in the course of this litigation may contain
8 confidential information, including but not limited to confidential and/or sensitive
9 financial information that may be protected by federal or state privacy laws, trade
10 secret or other confidential research, marketing, financial or other commercial
11 information. The purpose of this Protective Order is to protect the confidentiality
12 of such materials during the litigation.

DEFINITIONS

14 1. The term “Confidential Information” shall mean and include any
15 information which has not been made public, regardless of the medium or manner
16 in which it is generated, stored, maintained, or produced (including, among other
17 things, testimony, transcripts, documents and other tangible things), which is
18 deemed by a party to this case to constitute confidential and/or sensitive
19 confidential information, including but not limited to trade secrets; proprietary or
20 sensitive financial information, including but not limited to financial data, tax
21 returns, bank statements, investments accounts, brokerage accounts, account
22 numbers; sales; purchases; shipments; transfers; amount or source of any income;
23 profits, losses or expenditures of any person, firm, partnership, corporation or other
24 organization, the disclosure of which information may have the effect of causing
25 harm to the competitive position of the person, firm, partnership, corporation, or
26 organization from which the information was obtained.

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2 1. Huffine Chung, APC; Fickel & Davis; and Rowe Mullen LLP.

3 2. The term “designating party” shall mean a party that designates
4 information as Confidential Information.

5 3. Each party to this litigation may designate information as
6 “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” if, in the
7 good faith belief of such party and its Counsel, the materials fall within the
8 Confidential Information definition herein and the disclosure of such information
9 could be prejudicial to the business or operations of such party, or would violate
10 court orders and/or confidentiality restrictions involving parties not involved in this
11 litigation.

12 4. To designate as “CONFIDENTIAL” or “CONFIDENTIAL - FOR
13 COUNSEL ONLY,” the producing party must mark each page of the document
14 with the appropriate designation before producing it. However, for documents
15 produced by another party or a non-party, or court transcripts, or any documents
16 produced prior to entry of this Protective Order, a party can assert confidentiality
17 through correspondence to all other parties that specifically identifies each
18 document that will receive a confidentiality designation.

19 5. Deposition testimony and/or deposition exhibits shall be designated on
20 the record during the deposition whenever possible. A party may also designate
21 such testimony and exhibits after transcription of the proceedings; a party shall
22 have until twenty (20) days after receipt of the deposition transcript to inform the
23 other party or parties of the portions of the transcript so designated.

24 6. Designation of Confidential Information as “CONFIDENTIAL
25 INFORMATION – SUBJECT TO PROTECTIVE ORDER,” “CONFIDENTIAL”
26 or “CONFIDENTIAL - FOR COUNSEL ONLY” shall extend to all copies,
27 excerpts, data, summaries, and compilations derived from such Confidential
Information, as well as any testimony, conversations, or presentations by the parties

1 hereto or their counsel that discloses such Confidential Information.

2 7. If a party, through inadvertence, produces any Confidential
 3 Information without designating it in accordance with this Protective Order, the
 4 designating party may give written notice to the receiving party[ies] that the
 5 information produced is deemed “CONFIDENTIAL INFORMATION –
 6 SUBJECT TO PROTECTIVE ORDER,” “CONFIDENTIAL” or
 7 “CONFIDENTIAL - FOR COUNSEL ONLY” and should be treated in accordance
 8 with that designation under this Protective Order. Upon receipt of such notice, the
 9 receiving party must treat the Confidential Information as designated hereunder. If
 10 the receiving party has already in good faith disclosed the information before
 11 receiving such notice, the receiving party shall have no liability for such good faith
 12 disclosure, but shall notify the designating party in writing of each such disclosure.
 13 Counsel for the parties shall agree on a mutually acceptable manner of labeling or
 14 marking the inadvertently produced materials as “CONFIDENTIAL
 15 INFORMATION – SUBJECT TO PROTECTIVE ORDER,” “CONFIDENTIAL”
 16 or “CONFIDENTIAL - FOR COUNSEL ONLY.”

17 8. All Confidential Information designated as “CONFIDENTIAL” or
 18 “CONFIDENTIAL - FOR COUNSEL ONLY” shall not be disclosed by the
 19 receiving party to anyone other than those persons designated herein and shall be
 20 used solely in connection with this litigation, and not for any other purpose,
 21 including any business or competitive purpose or function.

22 9. Information designated “CONFIDENTIAL - FOR COUNSEL ONLY”
 23 shall be viewed only by (a) Counsel; (b) outside experts or consultants retained for
 24 purposes of this litigation; (c) court reporters and videographers in connection with
 25 transcribing or recording a deposition or hearing; (d) the Court and its personnel;
 26 and (e) the jury.

27 10. Information designated “CONFIDENTIAL” shall be viewed only by
 28 those persons designated in paragraph 10 above, and by the parties (or employees

1 thereof), provided each such party or employee of a party has read this Protective
2 Order in advance of disclosure and has agreed in writing, by executing an
3 Acknowledgment in the form attached hereto as Exhibit "A," to be bound by its
4 terms. This requirement does not apply to the Court or court personnel.

5 11. The right of any expert or consultant to receive any information
6 designated "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY"
7 shall be conditioned on the expert's prior execution of an Acknowledgment in the
8 form attached hereto as Exhibit "A." Notwithstanding the foregoing, any expert or
9 consultant who works for a competitor of the producing party may not receive
10 Confidential Information of that party.

11 12. Nothing herein shall prohibit a party, or its counsel, from disclosing a
12 document designated "CONFIDENTIAL" or "CONFIDENTIAL - FOR
13 COUNSEL ONLY" to any person indicated on the face of the document to be its
14 originator, author or recipient.

15 13. Each person receiving Confidential Information designated hereunder
16 shall maintain it in a manner which ensures that access is limited to persons entitled
17 to receive it under this Protective Order. If such Confidential Information is
18 disclosed to any person other than a person authorized by this Protective Order, the
19 party responsible for the unauthorized disclosure must immediately bring all
20 pertinent facts relating to the unauthorized disclosure to the attention of the other
21 parties and, without prejudice to any rights and remedies of the other parties, make
22 every effort to prevent further disclosure by the party and by the person(s) receiving
23 the unauthorized disclosure.

24 14. At any stage of these proceedings, any party may object to a
25 designation of information as "CONFIDENTIAL INFORMATION,"
26 "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY." The party
27 objecting to confidentiality shall notify counsel for the designating party in writing
28 of the objected-to materials and the grounds for the objection. The parties shall first

1 make a good faith effort to resolve the objection informally. If the dispute is not
 2 resolved within ten (10) business days of receipt of such a notice of objections, the
 3 objecting party may file a motion with the Court. Until the Court rules on the
 4 motion (or the matter is resolved between the parties), the materials at issue shall be
 5 treated as Confidential Information as designated by the designating party.

6 15. Any party seeking to file with the Court any documents or other
 7 evidentiary material designated as “CONFIDENTIAL INFORMATION,”
 8 “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” shall seek
 9 permission of the Court to file such documents or other material under seal in
 10 accordance with Local Rule 79-5.1. A motion to file under seal shall be served on
 11 all parties, and the documents or other materials in question shall be lodged with
 12 the Court conditionally under seal.

13 16. Nothing herein shall prejudice the right of any party to object to the
 14 production of any discovery material on the grounds permitted by the Federal Rules
 15 of Civil Procedure, including that the material is protected as attorney-client
 16 privileged or attorney work product.

17 17. Nothing herein shall be construed to prevent disclosure of Confidential
 18 Information designated hereunder if such disclosure is required by law or by order
 19 of the Court. In the event that such disclosure is required, the party or other person
 20 who is obligated to disclose shall promptly upon receipt of the order or other
 21 process requiring the disclosure notify in writing the party who designated the
 22 Confidential Information.

23 18. Upon final termination of this action, including any and all appeals,
 24 counsel for each party shall, upon request of the producing party, return all
 25 Confidential Information to the party that produced the information, including any
 26 copies, excerpts, and summaries thereof, or shall destroy same at the option of the
 27 receiving party, and shall purge all such information from all machine-readable
 28 media on which it resides. Notwithstanding the foregoing, Counsel for each party

1 may retain all pleadings, briefs, memoranda, motions, and other documents filed
 2 with the Court, as well as deposition transcripts and summaries of those transcripts
 3 that refer to or incorporate Confidential Information, and will continue to be bound
 4 by this Protective Order with respect to all such retained information. Further,
 5 attorney work product materials that contain Confidential Information need not be
 6 destroyed or returned, but, if they are not destroyed, the person in possession of the
 7 attorney work product will continue to be bound by this Protective Order with
 8 respect to all such retained information.

9 19. If a Party is served with a subpoena or a court order issued in other
 10 litigation that compels disclosure of any information or items designated in this
 11 Action as “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification
 13 shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order
 15 to issue in the other litigation that some or all of the material covered by the
 16 subpoena or order is subject to this Protective Order. Such notification shall include
 17 a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be
 19 pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with
 21 the subpoena or court order shall not produce any information designated in this
 22 action as “CONFIDENTIAL” before a determination by the court from which the
 23 subpoena or order issued, unless the Party has obtained the Designating Party’s
 24 permission. The Designating Party shall bear the burden and expense of seeking
 25 protection in that court of its confidential material and nothing in these provisions
 26 should be construed as authorizing or encouraging a Receiving Party in this Action
 27 to disobey a lawful directive from another court.

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1 20. The restrictions and obligations set forth herein shall not apply to any
2 information that: (a) the parties agree should not be designated Confidential
3 Information; (b) is already public knowledge; (c) has become public knowledge
4 other than as a result of disclosure by the receiving party, its employees, or its
5 agents in violation of this Protective Order; or (d) has come or shall come into the
6 receiving party's knowledge lawfully and independently of the production by the
7 designating party.

8 21. All provisions of this Protective Order shall survive the conclusion of
9 this action, and shall continue to be binding after the conclusion of this action
10 unless subsequently modified by agreement of the parties or further order of this
11 Court. For the purposes of enforcing this Protective Order and resolving any
12 disputes thereunder, the Court retains jurisdiction over the parties and all persons
13 provided access to Confidential Information under the terms of this Protective
14 Order.

15 22. All persons bound by this Protective Order are hereby notified that if
16 this Protective Order is violated in any manner, all persons and entities who commit
17 such violations are subject to any and all monetary and other sanctions as the Court,
18 after a hearing, deems to be just.

19 23. The Court may modify the terms and conditions of this Protective
20 Order for good cause, or in the interest of justice, or on its own order at any time in
21 these proceedings. Additionally, this Protective Order may be modified by
22 agreement of the parties, subject to approval by the Court.

23 24. The terms and provisions of this Protective Order, and designation of
24 any Confidential Information hereunder, shall also apply to and bind any party who
25 appears in this action subsequent to the entry of this Protective Order.

26 25. The terms and provisions of this Protective Order shall be binding on
27 the parties as a confidentiality agreement regardless of whether the Court ultimately
28 enters it as an Order.

1 Having considered the Stipulation and Protective Order, and with good cause
2 appearing, the Court hereby adopts the parties' Stipulation and Protective Order as
3 the order of the Court in this matter.

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5 IT IS SO ORDERED.

6 Dated: August 19, 2016

7 /S/FREDERICK F. MUMM

8 Hon. Frederick F. Mumm
United States Magistrate Judge

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